

# EXHIBIT D



April 30, 2012

**VIA CERTIFIED MAIL - RRR and REGULAR MAIL**

Mr. Michael Gano  
Cottman Transmission Center  
Route 136, West Newton Road  
Greensburg, PA 15601

**Re: Termination of License Agreement  
Route 136, West Newton Road  
Greensburg, PA 15601**

Dear Mr. Gano:

This letter shall serve as formal notice of the termination of your License Agreement, dated December 16, 2008, with Cottman Transmission Systems LLC. In a letter dated March 20, 2012, Cottman informed you that unless you cured your substantial payment breaches within ten (10) days, Cottman would terminate your License Agreement in accordance with Section 19.a.iii. of the said contract. You have elected not to cure these breaches. Accordingly, your License Agreement with Cottman is hereby terminated.

Your attention is drawn to the provisions of Paragraphs 11, 18, 20 and 21 of the said License Agreement, for which you shall be held responsible and accountable. Further, you shall be held responsible and accountable for any and all expenses and liabilities related to transmission repair work and services performed at the Cottman Transmission Center, as well as all expenses and liabilities related to customer warranties extended by your Center.

In addition, the option granted to Cottman Transmission Systems, LLC, to purchase the physical assets of the Center, pursuant to Section 20(b) of the License Agreement is hereby exercised by Cottman, subject to your ability to pass clear title.

Moreover, this letter will serve as formal demand that you immediately pay to Cottman Transmission Systems, LLC all money due to Cottman as of this date.

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Cottman Transmission Systems, LLC

201 Gibraltar Road, Suite 150 • Horsham, PA 19044 • 215.643.5885 • Fax 215.956.0340 • [www.cottman.com](http://www.cottman.com)

A full accounting, pursuant to Section 7(k) of the said License Agreement, shall be made to determine the actual sum of any further monies due, and shall include, without limitation, any further amounts due Cottman arising from any unreported gross sales accumulated by you during the course of your operation of the Cottman Transmission Center.

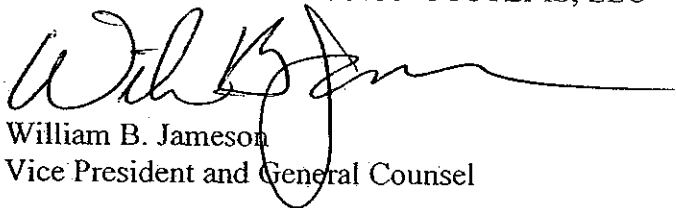
Demand is also made that you return to Cottman all materials relating to Cottman which are in your possession including, but not limited to, all Cottman signs, posters, Repair Orders and Operator's Manuals.

Further, demand is made that you relinquish to Cottman all other materials relevant to your operation of the Center including, without limitation, those Repair Order copies and Weekly Business Reports due through this date.

Finally, you are reminded that pursuant to Section 21 of the License Agreement, you are precluded for a period of two (2) years from conducting a transmission repair business within a ten (10) mile radius of the Center. Cottman is working to re-franchise this territory and your compliance will be strictly enforced.

Should you have any questions concerning the foregoing, please don't hesitate to contact me.

Sincerely,  
COTTMAN TRANSMISSION SYSTEMS, LLC



William B. Jameson  
Vice President and General Counsel

cc: Randy Wright, Mike Sumsky, Jim Gonica, Bill Gordon, Steve Freeman